

Terms and Conditions

This DP INDUSTRIAL LLC's general terms and conditions of sale as of July 27, 2017. For more information, please contact DP INDUSTRIAL LLC.

General Terms and Conditions of Sale

1 Order Acceptance: All sales and contracts for sale of all products ("Products") by DP INDUSTRIAL LLC, are subject to Purchaser's consent and agreement to these General Terms and Conditions of Sale. DP INDUSTRIAL LLC hereby objects to any terms or conditions contained in any purchase order or other communication of any kind from the Purchaser that is conflicting, inconsistent or additional to this document. No waiver, alteration, addition or modification of the Conditions shall be valid unless made in writing and signed by an authorized representative of DP INDUSTRIAL LLC. The Conditions constitute the entire agreement between the parties, and supersede all prior or contemporaneous oral or written understandings, negotiations, warranties, or agreements of any kind. In the case of a conflict between the Conditions and a written contract signed by both parties, the following order of precedence shall apply: (1) a fully executed contract between the parties such as a Supply Agreement; and (2) DP INDUSTRIAL LLC General Terms and Conditions of Sale. DP INDUSTRIAL LLC reserves the right to modify the General Terms and Conditions of Sale unilaterally without notice.

2 Lead Time and Delivery: DP INDUSTRIAL LLC provides lead times does not guarantee delivery dates. All lead times mentioned in any quotation or order confirmation or other media are good faith approximations only and do not represent any binding obligation towards Purchaser. Lead times are calculated from the latest date of the following events: (1) the date the order is confirmed by DP INDUSTRIAL LLC, (2) the date the Purchaser's final approval is received by DP INDUSTRIAL LLC or (3) the date down payments or deposits are received from the Purchaser.

Unless otherwise expressly agreed to in writing by DP INDUSTRIAL LLC, delivery will occur when loaded on the Purchaser's vehicle or handed over to a carrier for transport of the Products to the Purchaser's designated location.

3 Pricing and Quotations: All published and quoted prices are excluded taxes, freight, duties and any other charges ("Additional Fees") and Purchaser is exclusively liable for any Additional Fees. DP INDUSTRIAL LLC prices are subject to change at any time without notice or obligation to honor published or quoted pricing. DP INDUSTRIAL LLC reserves the right to withdraw or amend a quotation at any time prior to confirmation of an order. All pricing information provided is based on the release quantities outlined within body of the quotation. Purchases at quantities less than the minimum release quantity are subject to higher per unit cost and an additional set-up charge. Open and unshipped orders are subject to surcharges and fees due to extraordinary circumstances.

4 Technical Information and Samples: All statements, technical information and recommendations concerning the Products sold or samples provided by DP INDUSTRIAL LLC are based upon information believed to be reliable, but do not constitute a guarantee or warranty. It is the sole responsibility of Purchaser to independently determine, prior to use, that Products are suitable for the purposes of Purchaser.

5 Payment Terms, Penalties, Deductions, Setoffs and Rebates: Any extension of credit allowed to Purchaser may be changed or withdrawn at any time. Unless otherwise expressly agreed to in writing by the Parties, payment of invoices shall be in the invoiced currency within period as mentioned in quotation and/or invoice without any setoff or discount being applied. DP INDUSTRIAL LLC, reserves the right to determine, set and collect down payments or deposits for any purchases at the time an order is placed. DP INDUSTRIAL LLC does not accept any penalties, deductions, setoffs or rebates as a condition of supply.

6 Confidentiality: Purchaser shall not disclose to any third party confidential information received from DP INDUSTRIAL LLC in connection with the sale and/or sales related agreement, such as the price agreed between the Parties, and shall use this information exclusively in fulfilling its obligations and commitments towards DP INDUSTRIAL LLC, except as required by law or with written approval of DP INDUSTRIAL LLC.

7 Order Changes, Cancellations and Returns: Should Purchaser choose to change or cancel orders, Purchaser is liable for any and all costs and expenses incurred by DP INDUSTRIAL LLC for work completed, services rendered or materials procured to satisfy a Purchaser's purchase order requirements or release schedule. Purchaser is responsible for all shipping related charges.

8 Limitation of Liability: DP INDUSTRIAL LLC is not responsible and will not be held liable in contract or in tort or otherwise for any damages, costs, expenses or claims for injury or damage caused to persons or property for any special, incidental, indirect or consequential damages whatsoever except as to the remedies provided above under DP INDUSTRIAL LLC Limited Warranty. The remedies of Purchaser herein are exclusive and the total cumulative liability of DP INDUSTRIAL LLC shall in no event exceed the purchase price of the product or part on which such liability is based.

9 Indemnification: Purchaser shall defend, indemnify and hold DP INDUSTRIAL LLC harmless from any and all third party claims brought against DP INDUSTRIAL LLC relating in any way to the manufacturing, sale, processing, distribution or use of the goods if the goods have been subjected to further processing, assembly or work following shipment of products from any DP INDUSTRIAL LLC location.

10 Force Majeure: Neither Party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed or made impossible by force majeure included but not limited to fire, flood, war, mechanical breakdown, failures of carriers, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), the intervention of any governmental authority, or any causes or contingencies beyond a Party's reasonable control, provided that the Party who cannot perform as a result of such force majeure notifies the other Party of the delay and the reasons thereof.